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THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Tricia Adrian,
Farris Bobango Branan, PLC
999 S. Shady Grove Rd, Suite 500
Memphis, Tennessee 38120
(901) 259-7180

RETURN TO: 16-00278
Covenant Escrow Services
9056 Stone Walk Place
Germantown, TN 38138
901-759-0409

Grantors:
New Development, LLC,
4646 Poplar- Suite 302
Memphis, TN 38117
901-327-5800

Grantee:
Dale Wilson
9035 Highway 61
Walls, MS 38680
901-277-1143

Indexing Instructions: Lot 6, Second Revision, Windchase Subdivision, located in Section 35, Township 1 South, Range 7 West, DeSoto County, Mississippi.

DEED OF TRUST WITH SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES

NOTICE PURSUANT TO SECTION 75-9-502(b) OF MISSISSIPPI CODE: This instrument covers property which is or may become so affixed to real property as to become fixtures and also constitutes a fixture filing under §75-9-502(b) of Mississippi Code.

THIS INDENTURE is made and entered into on this the 2nd day of August, 2016, by and among NEW DEVELOPMENT, LLC, a Tennessee limited liability company, having as his address for purposes of notice the address set forth above (hereafter collectively the "Grantor") and DALE WILSON, resident of Walls, Mississippi with an address for purposes of notice of 9035 Highway 61 Walls, MS 38680 (hereafter "Lender") and Paul Peel, as Trustee, a resident of DeSoto County, Mississippi (hereinafter called "Trustee"). 662-893-1015

FOR AND IN CONSIDERATION OF FIVE DOLLARS (\$5.00) cash in hand paid by the Trustee to the Grantor, and the debt and trusts hereinafter mentioned, the said Grantor has bargained and sold, and does hereby bargain, sell, convey and confirm unto the said Trustee the real estate [said real property together with the Improvements (hereinafter defined) being herein called the "Mortgaged Property"] situated and being in Horn Lake, Desoto County, Mississippi, more particularly described in Exhibit "A," attached hereto and made a part hereof as fully and particularly as if set out herein verbatim, together with:

(1) All the improvements now on or which may be hereafter placed on said real estate during the existence of this lien; and

(2) All the income, rents, issues and profits arising therefrom and for the use thereof; and

(3) All leasehold estate, right, title and interest of Grantor in and to all leases and subleases covering the Mortgaged Property or any portion thereof now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals, guarantees and deposits of similar nature;

TO HAVE AND TO HOLD, the aforescribed Mortgaged Property, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Trustee, their successors in trust and assigns, in fee simple forever; and the said Grantor does hereby covenant with the said Trustee, their successors in trust and assigns, that Grantor is lawfully seized in fee of the real property described in Exhibit "A," hereto attached, that Grantor has a good right to sell and convey the same; that the same is unencumbered; and that the title and quiet possession thereto Grantor will and Grantor's successors shall warrant and forever defend against the lawful claims of all persons.

BUT THIS IS A TRUST DEED, and is made for the following uses and purposes, and none other; that is to say: the Grantors are justly indebted to Lender or the holder of the note hereinafter mentioned (said Lender or such holder being hereinafter sometimes called the "Beneficiary"), in the principal sum of One Hundred Fifteen Thousand Nine Hundred Seventy Four and No/100 Dollars (U.S. \$115,974.00), evidenced by that certain promissory note ("Note") dated as of the date hereof, in the principal amount of One Hundred Fifteen Thousand Nine Hundred Seventy Four and No/100 Dollars (U.S. \$115,974.00), bearing interest from date until maturity at the rate specified in said Note, and said Note being payable to the order of Lender, at the offices of Lender, 9035 Highways 61 Walls, Mississippi, or at such other place as the Beneficiary may designate in writing, being given for value received (said Note being incorporated herein by reference as fully and particularly as if set out herein verbatim). The Note and the loan evidenced thereby shall mature on August 2, 2021.

NOW, THEREFORE, so long as any part of the Obligations shall remain unpaid or unperformed, Grantor covenants, agrees, represents and warrants as follows:

ARTICLE 1)

OBLIGATIONS DEFINED

The following obligations of the Grantor are hereinafter collectively called the "Obligations":

a) Deed of Trust. Payment of all sums advanced by Beneficiary to or for the benefit of Grantor contemplated hereby and performance of all obligations and covenants herein contained, including, without limitation, any amounts advanced to protect the trust estate and security interests herein granted and all attorneys' fees, court costs, and expenses of whatever kind incident thereto or to the collection of the indebtednesses and obligations hereby secured and/or enforcement of the liens and security interests herein granted; and

b) Other Indebtednesses. Payment of all other indebtednesses arising under or in connection with this Deed of Trust, the Note or any other instrument or document now or at any time evidencing, securing or guaranteeing any of the same (collectively, the "Loan Documents"), of whatever kind or character, now owing or

which may hereafter become owing by Grantor to Beneficiary, whether such indebtednesses are evidenced by note, guaranty, endorsement, surety agreement, or otherwise.

ARTICLE 2)

COVENANTS AND AGREEMENTS AS TO MORTGAGED PROPERTY

2.1 Grantor does hereby covenant, warrant and represent to and agree with Beneficiary as follows:

a) Performance. Grantor shall punctually and properly perform all of Grantor's Obligations.

b) Insurance. Grantor shall, at Grantor's sole cost and expense, obtain and maintain in some company or companies (having a Best's rating of A:XI or better) approved by Beneficiary:

i) Comprehensive public liability insurance covering claims for bodily injury, death, and property damage, with such minimum limits as Beneficiary shall, from time to time, specify, but in any event not less than those amounts customarily maintained by owners of substantially similar property; and

ii) If any of the Mortgaged Property is within an area known as a "special flood hazard area" as defined in the Flood Disaster Protection Act of 1973, a Standard Flood Insurance Policy on the Mortgaged Property as required by the Act or in the amount of the Note, whichever is greater; and

iii) Such other insurance as the Beneficiary may, from time to time, reasonably require by notice in writing to the Grantor.

All required insurance policies shall provide for not less than thirty (30) days' prior written notice to the Beneficiary of any cancellation, termination, or material amendment thereto. Grantor will cause all policies of hazard insurance, business interruption insurance and loss of rents insurance to be payable to Beneficiary pursuant to a standard mortgagee clause acceptable to Beneficiary and shall have Beneficiary named as loss payee pursuant to a standard loss payee clause acceptable to Beneficiary; and Grantor will cause all liability insurance policies to name Beneficiary as additional insured, if Beneficiary so requires. Each such policy shall, in addition, provide that there shall be no recourse against the Beneficiary for payment of premiums or other amounts with respect thereto. Hazard insurance policies shall contain the agreement of the insurer that any loss thereunder shall be payable to the Beneficiary notwithstanding any action, inaction or breach of representation or warranty by the Grantor. Grantor will deposit said policy or policies of insurance with the Beneficiary as further security for the Obligations, no responsibility for the approval or maintenance of any insurance (required to be maintained pursuant hereto) being imposed upon the Beneficiary or the Trustee. In the event of damage to or destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the Obligations in such manner as the Beneficiary may elect; or, at the option of the Beneficiary, such proceeds may be released to Grantor to be used to restore such property to its former condition. Any insurance policies furnished the Beneficiary shall become its property in the event the Beneficiary becomes the owner of the Mortgaged Property by foreclosure or otherwise. The Beneficiary is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies, and to collect and receive the proceeds from any such policy or policies.

c) Taxes and Assessments. Grantor will promptly pay when due all taxes, assessments, levies, dues and charges of every type or nature assessed against the Mortgaged Property, and any claim, lien or encumbrance against the Mortgaged Property which may be or become prior to the lien of this Deed of Trust.

d) Taxes on Deed of Trust. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon the Note, any of the Obligations, or this Deed of Trust, or upon any rights, titles, liens, or security interests created hereby, Grantor shall immediately pay all such taxes; provided that, if it is unlawful for Grantor to pay such taxes, Beneficiary may pay such taxes and Grantor shall reimburse Beneficiary for such payment in full within ten (10) days after notice; provided, further, that if it shall be unlawful for Grantor either to pay such taxes or

to reimburse Beneficiary therefor, or if such payment or reimbursement would be usurious, or would subject the Beneficiary to any penalty, Grantor shall not be required to make such payment or reimbursement, but at Beneficiary's option, the Obligations shall thereupon be immediately due and payable.

e) Eminent Domain. Grantor hereby transfers, sets over, and assigns to Beneficiary all judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary is hereby authorized, but not required, in behalf and in the name of Grantor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all of its expenses, including costs and reasonable attorney's fees, on the Obligations secured hereby, whether due or not, in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released to the Grantor or other party lawfully entitled thereto.

2.2 Casualty. Grantor shall give Beneficiary prompt written notice of the occurrence of any casualty affecting the Mortgaged Property or any portion thereof. All insurance proceeds on the Mortgaged Property are hereby assigned to and shall be paid to Beneficiary. Beneficiary may participate in any suits or proceedings relating to any such proceeds, causes of action, claims, compensation, awards or recoveries, and Beneficiary is hereby authorized, in its own name or in Grantor's name, to adjust any loss covered by insurance and to settle or compromise any claim or cause of action in connection therewith. Grantor shall from time to time deliver to Beneficiary any instruments required to permit such participation; provided, however, that so long as no Default or Event of Default shall have occurred and be continuing, Beneficiary shall not have the right to participate in the adjustment of any loss which is not in excess of ten percent (10%) of the then outstanding principal balance of the Note. Beneficiary shall apply any sums received by it under this Section first to the payment of all of its costs and expenses (including, but not limited to, legal fees and disbursements) incurred in obtaining those sums, and then, as follows:

(a) In the event that less than sixty percent (60%) of the improvements located on the Mortgaged Property have been destroyed, then if:

(1) no Default or Event of Default is then continuing hereunder or under any of the other Loan Documents, and

(2) the Mortgaged Property can, in Beneficiary's judgment, with diligent restoration or repair, be returned to a condition at least equal to the condition thereof that existed prior to the casualty causing the loss or damage within the earlier to occur of (i) six (6) months after the receipt of insurance proceeds by either Grantor or Beneficiary, and (ii) sixty (60) days prior to the stated maturity date of the Note, and

(3) all necessary governmental approvals can be obtained to allow the rebuilding and reoccupancy of the Mortgaged Property as described in Section 2.2(a)(2) above, and

(4) sufficient sums are available (through insurance proceeds and contributions by Grantor, the full amount of which shall at Beneficiary's option have been deposited with Beneficiary) for such restoration or repair (including, without limitation, for any costs and expenses of Beneficiary incurred in administering said restoration or repair) and for payment of principal and interest to become due and payable under the Note during such restoration or repair, and

(5) the economic feasibility of the improvements after such restoration or repair will be such that income from their operation is reasonably anticipated to be sufficient to pay operating expenses of the Mortgaged Property and debt service on the indebtedness secured hereby in full with the same coverage ratio considered by Beneficiary in its determination to make the loan secured hereby including an assessment of the impact of the termination of any Leases due to such casualty, and

(6) in the event that the insurance proceeds received as a result of such casualty exceed five percent (5%) of the then outstanding principal balance of the Note, Grantor shall have delivered to Beneficiary, at Grantor's sole cost and expense, an appraisal report in form and substance satisfactory to Beneficiary appraising the value of the Mortgaged Property as proposed to be restored or repaired to be not less than the appraised value of the Mortgaged Property considered by Beneficiary in its determination to make the loan secured hereby, and

(7) Grantor so elects by written notice delivered to Beneficiary within five (5) days after settlement of the aforesaid insurance claim, then, Beneficiary shall, solely for the purposes of such restoration or repair, advance so much of the remainder of such sums as may be required for such restoration or repair, and any funds deposited by Grantor therefor, to Grantor in the manner and upon such terms and conditions as would be required by a prudent interim construction lender, including, but not limited to, the prior approval by Beneficiary of plans and specifications, contractors and form of construction contracts and the furnishing to Beneficiary of permits, bonds, lien waivers, invoices, receipts and affidavits from contractors and subcontractors, in form and substance satisfactory to Beneficiary in its discretion, with any remainder being applied by Beneficiary for payment of the indebtedness secured hereby in whatever order Beneficiary directs in its absolute discretion.

(b) In all other cases, namely, in the event that sixty percent (60%) or more of the improvements located on the Mortgaged Property have been destroyed or Grantor does not elect to restore or repair the Mortgaged Property pursuant to clause (a) above, or otherwise fails to meet the requirements of clause (a) above, then, in any of such events, Beneficiary shall elect, in Beneficiary's absolute discretion and without regard to the adequacy of Beneficiary's security, to do either of the following: (1) accelerate the maturity date of the Note and declare any and all indebtedness secured hereby to be immediately due and payable and apply the remainder of such sums received pursuant to this Section to the payment of the indebtedness secured hereby in whatever order Beneficiary directs in its absolute discretion, with any remainder being paid to Grantor, or (2) notwithstanding that Grantor may have elected not to restore or repair the Mortgaged Property pursuant to the provisions herein, require Grantor to restore or repair the Mortgaged Property in the manner and upon such terms and conditions as would be required by a prudent interim construction lender, including, but not limited to, the deposit by Grantor with Beneficiary, within thirty (30) days after demand therefor, of any deficiency necessary in order to assure the availability of sufficient funds to pay for such restoration or repair, including Beneficiary's costs and expenses to be incurred in connection therewith, the prior approval by Beneficiary of plans and specifications, contractors and form of construction contracts and the furnishing to Beneficiary of permits, bonds, liens, waivers, invoices, receipts and affidavits from contractors and subcontractors, in form and substance satisfactory to Beneficiary in its discretion, and apply the remainder of such sums toward such restoration and repair, with any balance thereafter remaining being applied by Beneficiary for payment of the indebtedness secured hereby in whatever order Beneficiary directs in its absolute discretion.

Any reduction in the indebtedness secured hereby resulting from Beneficiary's application of any sums received by it hereunder shall take effect only when Beneficiary actually receives such sums and elects to apply such sums to the indebtedness secured hereby. In any event, the unpaid portion of the indebtedness secured hereby shall remain in full force and effect, and Grantor shall not be excused in the payment thereof. Partial payments received by Beneficiary, as described in the preceding sentence, shall be applied first to the final payment due under the Note and thereafter to installments due under the Note in the inverse order of their due date.

2.3 Repair, Waste, Alterations, etc. Grantor shall keep every part of the Mortgaged Property in good operating order, repair and condition and shall not commit or permit any removal or waste thereof, normal wear and tear excepted. Grantor shall not remove or demolish or alter the design or structural character of any improvements now or hereafter erected upon the Mortgaged Property without the prior written consent of Beneficiary unless such removal, demolition or alteration is contemplated and permitted by the Loan Documents. Grantor shall make

promptly all necessary repairs, renewals and replacements to the Mortgaged Property.

2.4 Advances by Beneficiary to Protect Collateral. If the Grantor shall default in paying taxes, maintaining insurance or making repairs, the Beneficiary may, at its discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and make repairs, and protect and preserve the Mortgaged Property, and such amounts so paid shall be treated as part of the expense of administering this trust, shall be repaid by Grantor on demand with interest at the Default Rate (hereinafter defined), and shall be secured by the lien hereof. However, the making of any such payment by Beneficiary shall not be construed as a waiver of any default of Grantor.

2.5 No Mechanics' Liens. Grantor shall promptly discharge all claims for labor performed and material furnished to the Mortgaged Property, and shall not suffer any lien of mechanics or materialmen to be filed against any part of the Mortgaged Property. Beneficiary has not consented and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this instrument, either under Mississippi Code Annotated, or otherwise.

2.6 Protection and Priority of Lien. Grantor shall not do anything or suffer or permit anything to be done whereby the lien and security interest of this Deed of Trust could be impaired. Grantor shall pay such reasonable expenses and fees as may be necessary in the protection of the Mortgaged Property and the maintenance and execution of liens and security interests herein granted. Any agreement hereafter made by Grantor and Beneficiary pursuant to or regarding this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

2.7 Compliance with Laws. Grantor, the Mortgaged Property, and the use thereof by Grantor shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Grantor or the Mortgaged Property and its use; Grantor will not suffer or permit any violation thereof; and Grantor shall pay all fees or charges of any kind in connection therewith.

2.8 Further Assurances. Grantor, upon the request of Beneficiary, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of this instrument and the other Loan Documents and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically but without limitation any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

2.9 Inspection of Premises. Until the Obligations shall have been fully paid and satisfied, Beneficiary and its agents shall have the right at all reasonable times to inspect the Mortgaged Property, and the other security for the Obligations, and all applicable books and financial records relating thereto.

2.10 Due on Sale or Encumbrance. Grantor hereby acknowledges to Beneficiary that (a) the identity and expertise of Grantor were and continue to be material circumstances upon which the Beneficiary has relied in connection with, and which constitute valuable consideration to Beneficiary for, the extending to Grantor of the loan evidenced by the Note, (b) any change in such identity or expertise could materially impair or jeopardize the security granted to Beneficiary by this Deed of Trust, for the payment of the Obligations. Grantor therefore covenants and agrees with Beneficiary that the entire Obligations secured by this Deed of Trust shall, at the absolute option of Beneficiary, be and become immediately due and payable should the Grantor sell, assign, transfer, convey, lease with option to purchase, enter into a contract for sale, grant an option to purchase, or further encumber any or all of Grantor's interest in the Mortgaged Property, or any portion thereof, or permit the same to be sold, assigned, transferred, conveyed, contracted for or further encumbered in any manner not consistent with Section 8.11 hereof.

2.11 Hazardous Wastes. i) As used below, and in any of the other Loan Documents, "Hazardous Substances" shall mean and include all hazardous, toxic or dangerous substances, wastes, materials, pollutants, chemicals or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), and any other similar substances, or materials which are included under any local, state or federal law,

rules or regulations pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA," "RCRA," or state lien or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). Grantor warrants, represents and covenants as follows:

(1) Neither the Mortgaged Property nor any other personal or real property owned by Grantor is subject to any private or governmental lien or judicial or administrative notice or action, relating to Hazardous Substances or environmental problems, impairments or liabilities with respect to the Mortgaged Property or such other property, or the direct or indirect violation of any Environmental Laws.

(2) Except strictly in accordance with all applicable Environmental Laws (A) no Hazardous Substances are located on or have been stored, processed or disposed of on or released or discharged from (including ground water contamination) the Mortgaged Property, and no aboveground or underground storage tanks exist on the Mortgaged Property; and (B) Grantor shall not allow any Hazardous Substances to be stored, located, discharged, possessed, managed, processed or otherwise handled on the Mortgaged Property. Grantor shall comply strictly with all Environmental Laws affecting the Mortgaged Property.

(3) To the best of the Grantor's knowledge and belief, no property adjoining the Mortgaged Property is being used, or has ever been used at any previous time for the disposal, storage, treatment, processing or other handling of Hazardous Substances.

(4) Grantor shall immediately notify Beneficiary should Grantor become aware of (1) any Hazardous Substance or other environmental problem or liability with respect to the Grantor or the Mortgaged Property, or (2) any lien, action, or notice of the nature described in subparagraph (i) above. Grantor shall, at Grantor's own cost and expense, take all actions as shall be necessary or advisable for the clean-up of the Mortgaged Property, including all removal, containment and remedial actions in accordance with all applicable Environmental Laws (and in all events in a manner satisfactory to Beneficiary), and shall further pay or cause to be paid at no expense to Beneficiary all clean-up, administrative, and enforcement costs of any court or applicable government agencies which may be asserted against the Mortgaged Property or the owner thereof. Grantor shall indemnify Beneficiary against and hold it harmless from all clean-up, administrative and enforcement costs, damages, liabilities, losses, claims, expenses (including attorneys' fees and disbursements) which are incurred by Beneficiary, whether before or after foreclosure of the lien hereof, with respect to any violation or claim of violation of any Environmental Law pertaining to the Mortgaged Property. Grantor shall (1) pay such amounts within ten (10) days after notice from Beneficiary itemizing the amounts incurred to the date of such notice without requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding; or (2) provide Beneficiary, within ten (10) days after demand by Beneficiary, with a bond, letter of credit or similar financial assurance evidencing to Beneficiary's satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of such Hazardous Substances and discharging any assessments which may be established on the Mortgaged Property as a result thereof.

ii) Beneficiary (by its officers, employees and agents) at any time and from time to time, after the occurrence of an Event of Default, may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Mortgaged Property for the purpose of determining whether there exists on the Mortgaged Property any environmental condition which could reasonably be expected to result in any liability, cost or expense to the owner, occupier or operator of such Mortgaged Property arising under any state, federal or local law, rule or regulation relating to Hazardous Substances. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Grantor which do not impede the performance of the Site Assessments. The Site Reviewers are hereby authorized to enter upon the Mortgaged Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Substances on the Mortgaged Property and such other tests on the Mortgaged Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Grantor will supply to the Site Reviewers such historical and operational

information regarding the Mortgaged Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Beneficiary shall make the results of such Site Assessments fully available to Grantor, which (prior to an Event of Default) may at its election participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The reasonable cost of performing such Site Assessments shall be paid by Grantor upon demand of Beneficiary and any such obligations shall be Obligations secured by this Deed of Trust.

iii) Beneficiary shall have the right but not the obligation, prior or subsequent to an Event of Default, without in any way limiting Beneficiary's other rights and remedies under this Deed of Trust, to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substances on the Mortgaged Property following receipt of any notice from any person or entity asserting the existence of any Hazardous Substance pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Mortgaged Property, or other action and/or which, in Beneficiary's sole opinion, could jeopardize Beneficiary's security under this Deed of Trust. All reasonable costs and expenses paid or incurred by Beneficiary in the exercise of any such rights shall be Obligations secured by this Deed of Trust and shall be payable by Grantor upon demand.

iv) All warranties and representations above shall be deemed to be continuing and shall remain true and correct in all material respects until all of the Obligations have been paid in full and any limitations period expires. Grantor's covenants above shall survive any exercise of any remedy by Beneficiary under the Loan Documents, including foreclosure of this Deed of Trust (or deed in lieu thereof), even if, as a part of such foreclosure or deed in lieu of foreclosure, the Obligations are satisfied in full and/or this Deed of Trust shall have been released.

ARTICLE 3)

ASSIGNMENT OF RENTS AND LEASES

a) Assignment of Rents and Leases. All of the rents, royalties, bonuses, issues, profits, revenue, income, deposits, escrow accounts and other benefits derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any existing or future lease or agreement pertaining thereto and liquidated damages following default under such leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by damage to any part of the Mortgaged Property, together with any and all rights that Grantor may have against any tenant under such leases or any subtenants or occupants of any part of the Mortgaged Property and any award made hereafter to Grantor in any court proceeding involving any of the tenants or in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court, and all payments by tenants in lieu of rent (all hereinafter collectively called the "Rents"), are hereby absolutely and unconditionally assigned to Beneficiary, to be applied by Beneficiary in payment of the Obligations. Grantor hereby further assigns to Beneficiary all existing and future leases, including subleases, any and all extensions, renewals, modifications, and replacements thereof, and all guaranties of tenants' performance thereunder, upon any part of the Mortgaged Property (the "Leases"). It is understood and agreed by the parties that this assignment is intended to be and is an absolute assignment from Grantor to Beneficiary, and not merely the passing of a security interest; provided, however, that prior to an Event of Default, Grantor shall have a license, without joinder of Beneficiary, to enforce the Leases and to collect the Rents as they come due and to retain, use and enjoy the same. Grantor shall, upon request of Beneficiary, execute confirmatory assignments of any specific leases affecting any part of the Mortgaged Property.

b) Warranties Concerning Leases and Rents. Grantor represents and warrants:

i) Grantor has good title to the Leases and Rents hereby assigned and full authority to assign them without the consent of any other party;

ii) none of the Rents have been or will be assigned, mortgaged or pledged;

iii) all existing Leases are valid and in full force and effect, and neither Grantor nor any tenant is in default under any of the Leases;

iv) none of the Rents have been or will be anticipated, waived, released, discounted, set off or compromised;

v) except as indicated in the Leases, Grantor has not received any funds or deposits from any tenant except for and on account of Rents which have heretofore come due;

vi) the terms of the Leases have not been changed from the terms in the copies of any of the Leases submitted to Beneficiary for approval.

c) Grantor's Covenants of Performance. Grantor covenants to:

i) perform all of its obligations under the Leases, take all action and fulfill all covenants and conditions required to enforce the Leases against the tenants, and give prompt notice to Beneficiary of any material failure to do so;

ii) enforce the tenants' obligations under the Leases;

iii) defend, at Grantor's expense, any proceeding pertaining to the Leases, including, if Beneficiary so requests, any such proceeding to which Beneficiary is a party; and

iv) neither creates nor permits any encumbrance upon or assignment of Grantor's interest as lessor under the Leases, except this Deed of Trust.

d) Prior Approval for Actions Affecting Leases. Grantor shall not, without the prior written consent of Beneficiary:

i) receive or collect Rents not yet due under the terms of any of the Leases;

ii) waive or release any obligation of any tenant under the Leases or any party liable under the Leases;

iii) cancel, terminate or modify any of the Leases, cause or permit any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder; or

iv) change, alter or modify any of the Leases.

e) Settlement for Termination. Grantor agrees that no settlement for damages for termination of any of the Leases under the Federal Bankruptcy Code, or under any other federal, state, or local statute, shall be made without the prior written consent of Beneficiary, and any check in payment of such damages shall be made payable solely to Beneficiary or jointly to Grantor and Beneficiary. Grantor agrees to endorse any dual payee check for such payment to the order of Beneficiary. Unless Beneficiary shall hereafter agree otherwise, any such settlement for damages shall be applied to the Obligations as Beneficiary may elect.

f) No Obligation upon Beneficiary. Beneficiary's acceptance of the assignment of Leases and Rents provided for herein shall not obligate Beneficiary to appear in or defend any proceeding relating to any of the Leases or to the Mortgaged Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Grantor by any tenant. Beneficiary shall not be liable for any injury or damage to person or property in or about the Mortgaged Property.

g) Records. Upon request by Beneficiary, Grantor shall deliver to Beneficiary executed originals of all Leases and copies of all records relating thereto.

h) Merger. There shall be no merger of the leasehold estates created by the Leases with the fee estate of the Mortgaged Property without the prior written consent of Beneficiary.

i) Right to Rely. Grantor hereby authorizes Beneficiary to give notice in writing of this assignment at any time to any tenant under any of the Leases, and from and after the occurrence of an Event of Default hereunder, to direct any such tenant to make payment of rentals and other amounts due directly to Beneficiary. Grantor hereby authorizes and directs the tenants under the Leases to pay Rents to Beneficiary upon written demand by Beneficiary, without further consent of Grantor, and without verifying whether an Event of Default has occurred; and the tenants may rely upon any written statement delivered by Beneficiary to the tenants. Any such payment to Beneficiary shall constitute full acquittance to the party making such payment for the amount of such payment.

j) Priority of Leases. Except to the extent, if any, otherwise provided in a written instrument signed by Beneficiary, the lien of this Deed of Trust is prior and paramount to all Leases of the Mortgaged Property or any part thereof. However, Beneficiary may at its option without the consent of any person or entity, at any time subordinate the lien of this Deed of Trust to any existing or future Lease of all or any part of the Mortgaged Property by giving written notice to the tenant under such Lease; and upon sale of the Mortgaged Property under this Deed of Trust such tenant shall attach to the owner and each successive owner of the Mortgaged Property.

ARTICLE 4)

EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

a) Failure to Pay Obligations. If the Grantor shall fail to pay any part of the Note, whether principal or interest, promptly when the same becomes due, or if the Grantor shall fail to satisfy the Obligations hereunder, pay any sum necessary to satisfy and discharge taxes and assessments promptly when due, or to maintain insurance or repairs, or the necessary expense of protecting the Mortgaged Property and executing this trust; or

b) Default Under Other Liens. If any of the Mortgaged Property be levied upon or attached by any legal process, or if there shall occur any default under or with respect to any prior lien, or if the holder of any lien or security interest on the Mortgaged Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; or

c) Default on Other Indebtedness. If the Grantor shall default in the payment of any other indebtedness, liability or obligation now or hereafter owed by the Grantor to the Beneficiary and such default is not cured within any cure period applicable thereto; or

d) Bankruptcy or Insolvency. If Grantor, or any other owner of the Mortgaged Property, or any guarantor of any of the Obligations, shall voluntarily become a party to any insolvency, bankruptcy, composition or reorganization procedure, or make any assignment for the benefit of creditors; or if any involuntary bankruptcy, insolvency, composition, or other reorganization proceedings be filed against Grantor, any other owner of the Mortgaged Property, or any guarantor of the Obligations, and the same shall not be dismissed within thirty (30) days after the commencement of any such involuntary proceedings; or

e) Abandonment. If Grantor abandons any material portion of the Mortgaged Property; or

f) Grant of Easement, etc. If Grantor grants any easement or dedication, files any plat, condominium declaration or restriction, or enters into any lease, with respect to the Mortgaged Property, unless such action is authorized by the Loan Documents or is otherwise consented to by Beneficiary; or

g) False Representation. If any statement, representation or warranty in the Loan Documents, any financial statement or any other writing delivered to Beneficiary in connection with the Obligations is false, misleading or erroneous in any material respect; or

h) Grantor's Default Under Lease. If Grantor shall default in any of Grantor's covenants, obligations and undertakings under any of the Leases and shall fail to cure said default within the time, if any, permitted by such Lease for cure thereof; or

i) Nonperformance of Covenants. If there shall occur any other default in Grantor's covenants, warranties, agreements, liabilities, obligations and undertakings as contained in this Deed of Trust or the Loan Documents, or contained in any other instrument which now or hereafter secures the Obligations, if such default is not cured within any applicable cure period.

ARTICLE 5)

REMEDIES

If an Event of Default shall occur, Beneficiary may exercise any one or more of the following remedies:

a) Acceleration. Beneficiary may declare the entire Obligations, principal and interest, immediately due and payable without notice or demand, the same being hereby expressly waived.

b) Enforcement of Assignment of Rents and Leases. Beneficiary may:

i) terminate the license granted to Grantor to collect the Rents (regardless of whether Beneficiary or Trustee shall have entered into possession of the Mortgaged Property), collect and sue for the Rents in Beneficiary's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees, apply the net proceeds thereof to any Obligations as Beneficiary may elect;

ii) make, modify, enforce, cancel or accept surrender of any Leases, evict tenants, adjust Rents, maintain, decorate, refurbish, repair, clean, and make space ready for renting, and otherwise do anything Beneficiary reasonably deems advisable in connection with the Mortgaged Property;

iii) apply the Rents so collected to the operation and management of the Mortgaged Property, including the payment of reasonable management, brokerage and attorneys' fees, or to the Obligations; and

iv) require Grantor to transfer and deliver possession of all security deposits and records thereof to Beneficiary.

c) Power of Sale. Beneficiary may require the Trustee, and the Trustee are hereby authorized and empowered, to enter and take possession of the Mortgaged Property and to sell all or part of the Mortgaged Property, at public auction, to the highest bidder for cash, free from equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, after giving notice of the time, place and terms of such sale and of the Mortgaged Property to be sold, by advertising the sale of the property three (3) consecutive weekly notices in some newspaper published in the county and state where the Mortgaged Property is situated, which notice may be given before or after entry by the Trustee, and by posting a notice for the same time at the courthouse of the same county. The Trustee shall execute a conveyance to the purchaser in fee simple and deliver possession to the purchaser, which the Grantor warrants shall be given without obstruction, hindrance or delay. Trustee may sell all or any portion of the Mortgaged Property, together or in lots or parcels, and may execute and deliver to the purchaser or purchasers of such property a conveyance in fee simple. Grantors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property

herein conveyed as a whole, regardless of how it is described.

The sale may be adjourned by the Trustee at the location of the sale on the date the sale is originally set and may be reset for a later date (i) by announcement at the original time and place or (ii) by later complete republication as set forth above. The Trustee making such sale shall receive the proceeds thereof and shall apply the same as follows: (a) first, the payment of the expenses of making, maintaining and executing this trust, protection of the Mortgaged Property, including the expense of any litigation and reasonable attorneys' fees, and reasonable compensation to the Trustee; (b) second, to any advancements made by the Trustee or the Beneficiary pursuant hereto, with interest thereon; (c) third, to the payment of the Obligations herein secured or intended so to be, provided however, in such order as Beneficiary shall elect, and any balance of said Obligations may be the subject of immediate suit; and (d) fourth, should there be any surplus, Trustee will pay it to the Grantor, or to such person as may be legally entitled thereto. The sale or sales by Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold. If the proceeds of such sale or sales of less than the whole of the Mortgaged Property shall be less than the aggregate of the Obligations and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property; provided, however, that Grantor shall never have any right to require the sale or sales of less than the whole of the Mortgaged Property, but Beneficiary shall have the right at its sole election, to request Trustee to sell less than the whole of the Mortgaged Property. Beneficiary may bid and become the purchaser of all or any part of the Mortgaged Property at any such sale, and the amount of Beneficiary's successful bid may be credited on the Obligations.

d) Judicial and Other Relief. Beneficiary or Trustee may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction.

e) Entry on Mortgaged Property; Tenancy at Will. i) Beneficiary may enter into and upon and take possession of all or any part of the Mortgaged Property, and may exclude Grantor, and all persons claiming under Grantor, and its agents or servants, wholly or partly therefrom; and, holding the same, Beneficiary may use, administer, manage, operate, and control the Mortgaged Property and may exercise all rights and powers of Grantor in the name, place and stead of Grantor, or otherwise, as the Beneficiary shall deem best; and in the exercise of any of the foregoing rights and powers Beneficiary shall not be liable to Grantor for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of Beneficiary.

ii) In the event of a trustee's or other foreclosure sale hereunder and if at the time of such sale Grantor or any other party (other than a tenant under a Lease as to which the Beneficiary shall have expressly subordinated the lien of this Deed of Trust as hereinabove set out) occupies the portion of the Mortgaged Property so sold or any part thereof, such occupant shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of such purchaser, at a reasonable rental per day based upon the value of the portion of the Mortgaged Property so occupied (but not less than any rental theretofore paid by such tenant, computed on a daily basis). An action of forcible detainer shall lie if any such tenant holds over after a demand in writing for possession of such portion of the Mortgaged Property.

f) Receiver. Beneficiary may make application to a court of competent jurisdiction, as a matter of strict right and without notice to Grantor or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, for appointment of a receiver of the Mortgaged Property, and Grantor does hereby irrevocably consent to such appointment. Any such receiver shall have all necessary and proper powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court.

g) Beneficiary's Right to Perform. Upon Grantor's failure to make a payment or perform an act required by the Loan Documents, then at any time thereafter, and without notice to or demand upon Grantor and without

waiving or releasing any other right, remedy or recourse, Beneficiary may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Grantor, and shall have the right to enter upon the Mortgaged Property for such purpose and to take all such action as Beneficiary may deem necessary or appropriate.

h) Remedies Cumulative, Concurrent and Nonexclusive. If the Obligations are now or hereafter further secured by chattel mortgages, deeds of trust, security agreements, pledges, contracts of guaranty, assignments of leases, or other security, Beneficiary may, at its option, exhaust its remedies under any one or more of said instruments and this Deed of Trust, either concurrently or independently, and in such order as Beneficiary may determine. Beneficiary shall have all rights, remedies and recourses granted in the Loan Documents and available to it at law or equity (including, without limitation, those granted by the Code), and same (a) shall be cumulative, concurrent, and nonexclusive, (b) may be pursued separately, successively or concurrently against Grantor or others obligated for the Obligations, or any part thereof or against any one or more of them, or against the Mortgaged Property, at the sole discretion of Beneficiary, and (c) may be exercised as often as occasion therefor shall arise. Grantor agrees that the exercise of or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse.

ARTICLE 6)

Trustee

a) Action by Trustee. The Trustee named herein shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of the Mortgaged Property. In the event that the substitution of a Trustee shall become necessary for any reason, the substitution of one trustee in the place of the trustee named herein shall be sufficient. The term "Trustee" shall be construed to mean "Trustee" whenever the sense requires. The necessity of the Trustee herein named, or any successor in trust, making oath, filing inventory or giving bond is expressly waived.

b) Employment of Agents. The Trustee, or any one acting in his stead, shall have, in his discretion, authority to employ all proper agents and attorneys in the execution of this trust and/or in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Mortgaged Property, should any be realized; and if no sale be made or if the proceeds of sale be insufficient to pay the same, then Grantor hereby undertakes and agrees to pay the cost of such services rendered to said Trustee. Trustee may rely on any document believed by him in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon.

c) Indemnification of Trustee. If the Trustee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of the Trustee or Beneficiary under this Deed of Trust, the Trustee and Beneficiary shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Mortgaged Property.

d) Successor Trustee. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the Beneficiary, the Beneficiary is authorized, either in its own name or through an attorney or attorneys in fact appointed for that purpose, by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by a writing, duly acknowledged. When such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein, and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

ARTICLE 7)

MISCELLANEOUS

a) Waiver of Marshalling and Certain Rights. To the extent that Grantor may lawfully do so, Grantor hereby expressly waives any right pertaining to the marshalling of assets or marshalling of liens, the equity of redemption, any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, or other matter which might defeat, reduce or affect the right of Beneficiary to sell the Mortgaged Property for the collection of the Obligations, or the right of Beneficiary to the payment of the Obligations out of the proceeds of sale of the Mortgaged Property, or the proceeds of the Rents and Leases, in preference to every other person and claimant.

b) Waiver of Impairment of Recourse Defenses. Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for the payment or performance of any of the Obligations, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time, and from time to time, either before or after the maturity of the Note, and without notice or consent:

i) Release any person liable for payment or performance of all or any part of the Obligations;

ii) Make any agreement extending the time or otherwise altering the terms of payment or of all or any part of the Obligations (without limit as to the number of such extensions or the period or periods thereof), or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;

iii) Exercise or refrain from exercising any right Beneficiary may have;

iv) Accept additional security of any kind;

v) Release or otherwise deal with any property, real or personal, securing the Obligations, including all or any part of the Mortgaged Property herein described.

Furthermore, the failure of the Beneficiary to perfect any lien granted herein or in any other Loan Document, to take any action to obtain payment or performance of the Obligations or to exercise any rights or remedies available hereunder shall not relieve Grantor or any other person from liability for the payment or performance of the Obligations nor effect a discharge of the lien, security interest or assignment herein granted. The parties intend that all "impairment of recourse" and "impairment of collateral" defenses are hereby waived.

c) No Waiver. No waiver by the Trustee or the Beneficiary shall be construed as a waiver of a subsequent similar default or any other default by the Grantor. No delay by Beneficiary or by the Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No failure of Beneficiary to exercise any option herein given to declare the maturity of the debt hereby secured, no forbearance by Beneficiary after the exercise of such option, and no withdrawal or abandonment of foreclosure proceedings by the Beneficiary after the exercise of such option, shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past, present, or future default on the part of the Grantor. Acceptance by Beneficiary of partial payments shall not constitute a waiver of the default by failure to make full payments.

d) Beneficiary's Consent. Except as otherwise expressly provided herein, in any instance hereunder where Beneficiary's approval or consent is required or the exercise of Beneficiary's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Beneficiary, and Beneficiary shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment. Beneficiary may consult with counsel, and the written advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

e) Appointment of Attorney. Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact, coupled with an interest, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Beneficiary's discretion, to take any action and to execute any instrument which Beneficiary may deem necessary or advisable to accomplish the purposes of this Deed of Trust, including, without limitation (a) to obtain and adjust insurance required to be maintained pursuant to the provisions of this Deed of Trust; (b) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due in respect of any of the Mortgaged Property, the Leases; (c) to receive, endorse, and collect any drafts or other instruments, documents, and chattel paper in connection with clause (a) or (b) above; (d) to appear in any action concerning any of the Leases; and (e) to file any claims or take any action or institute any proceedings which Beneficiary may deem necessary or desirable for the collection of any of the Rents or any amounts otherwise due in connection with the Mortgaged Property, or otherwise to enforce the rights of Beneficiary with respect to the Mortgage Property and the Leases and Rents. Grantor hereby ratifies and approves all acts of said attorney; and so long as the attorney acts in good faith it shall have no liability to Grantor for any act or omission as such attorney.

f) Estoppel Certificate. At the request of the Beneficiary, the Grantor shall furnish promptly a written statement or affidavit, in such form as may be required by Beneficiary, confirming the unpaid balance of the Obligations, the date to which interest has been paid, and that there are no offsets to or defenses against any payment or performance of the Obligations or, if there are any such offsets or defenses, specifying them.

g) Expenses of Beneficiary. The Grantor will upon demand pay to the Beneficiary the amount of any and all costs and expenses, including without limitation all fees and disbursements of the Beneficiary's counsel and of any experts and agents, which Beneficiary may incur in connection with (a) the preparation and recording of this Deed of Trust and the financing statements to be filed to perfect the security interests granted herein, (b) the administration of this Deed of Trust, (c) the sale of, collection from, or other realization upon the Mortgaged Property and the Rents and Leases, (d) the exercise or enforcement of any of the rights of Beneficiary hereunder, or (e) the failure of Grantor to perform or observe any of the provisions hereof.

h) Indemnification. The Grantor agrees to indemnify and hold the Beneficiary harmless from and against any and all claims, losses, and liabilities arising out of or resulting from this Deed of Trust and the assignment of rents and leases and the grant of security interests contained herein (including, without limitation, enforcement of this Deed of Trust), and/or arising out of or in connection with any other Loan Documents, except claims, losses, or liabilities resulting solely and directly from the Beneficiary's gross negligence or willful misconduct. In the event that Beneficiary shall assign or transfer its rights hereunder or under the Note or any other Loan Documents, the rights of the Beneficiary under this section, under the immediately preceding section, and under any other provisions of the Loan Documents which require the Grantor to indemnify or pay expenses of the Beneficiary shall continue in favor of the Beneficiary originally named herein as well as any successor or assign of the Beneficiary. Any such provision may be enforced severally by the original Beneficiary named herein or any such successor or assign or, at their option, by all of such parties acting jointly.

i) Default Rate. If Beneficiary shall expend any money chargeable to Grantor or subject to reimbursement by Grantor under the terms of this Deed of Trust or any of the other Loan Documents, Grantor shall repay the same to Beneficiary immediately at the place where payments under the Note are payable, together with interest thereon from the date due (or, if there is no specified due date, from the date of demand therefor by Beneficiary) until paid at a rate (herein the "Default Rate") equal to the maximum effective rate of interest allowed by applicable law.

j) Subrogation. To the extent that proceeds of the Obligations are used to pay any outstanding lien, charge or encumbrance affecting the Mortgaged Property (including, without limiting the generality of the foregoing, any Prior Lien), Beneficiary shall be subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges and encumbrances, irrespective of whether such liens, charges or encumbrances are released of record; provided, however, that the terms and provisions hereof shall govern the rights and remedies of Beneficiary and, to the extent permitted by law without impairing any of Beneficiary's rights of subrogation, shall supersede the terms, provisions, rights, and remedies under the lien or liens to which Beneficiary is subrogated

hereunder.

k) Payment in Full. If the said Grantor shall pay and perform all of the Obligations promptly when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and perform repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, and shall comply with all of the covenants, terms and conditions of the Note, this Deed of Trust, and any other instrument which also now or hereafter secures the Obligations secured hereby, then this conveyance shall become void. The Trustee shall re-convey by quitclaim the Mortgaged Property herein described at the expense of the Grantor, and the Beneficiary shall execute and deliver to Grantor, at Grantor's request, such documents as may be necessary to evidence the termination of the security interests and assignments herein granted.

l) Notices, Etc. All notices or demands hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, sent by recognized national overnight courier service, or sent by registered or certified mail, return receipt requested, to any party hereto at the address set forth above or at such other address as any party shall subsequently designate to the others by notice in writing given in the same manner. Notices given by mail shall be effective upon receipt of three (3) days after mailing, whichever is earlier; if delivered in person, they shall be effective upon delivery; if sent by overnight courier service, they shall be effective on the first business day after sending.

m) No Partnership. Nothing contained in this Deed of Trust is intended to create any partnership, joint venture or association between Grantor and Beneficiary, or in any way make Beneficiary a co-principal with Grantor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

n) Headings, Use of Terms. The article, paragraph and subparagraph headings hereof are inserted for convenience of reference only and shall not alter, define, or be used in construing the text of such articles, paragraphs or subparagraphs. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders. The term "Grantor" shall include in their individual capacities and jointly all parties hereinabove named a Grantor. The term "Beneficiary" shall include any lawful owner, holder, pledgee, or assignee of any of the Obligations. The duties, covenants, conditions, obligations, and warranties of Grantor in this Deed of Trust shall be joint and several obligations of Grantor and each Grantor, if more than one, and each Grantor's heirs, personal representatives, successors and assigns.

o) Severability. If any provision of this Deed of Trust is held to be illegal, invalid, or unenforceable under present or future laws effective while this Deed of Trust is in effect, the legality, validity and enforceability of the remaining provisions of this Deed of Trust shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Deed of Trust a provision that is legal, valid and enforceable and as similar in terms to such illegal, invalid or unenforceable provision as may be possible. If any of the Obligations shall be unsecured, the unsecured portion of the Obligations shall be completely paid prior to the payment of the secured portion of such Obligations, and all payments made on account of the Obligations shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Obligations.

p) Burden and Benefit. This instrument shall be binding on Grantor and Grantor's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Beneficiary and Trustee and their respective successors and assigns.

q) Applicable Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to principles of conflicts of laws.

r) Venue of Actions. It is expressly understood and agreed that no suit or action shall be commenced by the Grantor, or by any successor, personal representative or assignee of Grantor, with respect to the indebtedness secured hereby with respect to this Deed of Trust, or any of the other Loan Documents, other than in a state court of competent jurisdiction in and for the County of the State in which the principal place of business of the Lender is

situated, or in the United States District Court for the District in which the principal place of business of the Lender is situated, and not elsewhere. Nothing in this paragraph contained shall prohibit Lender from instituting suit in any court of competent jurisdiction for the enforcement of its rights hereunder, in the Note, or in any other Loan Document.

s) Waiver of Right to Trial By Jury. GRANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS INSTRUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS INSTRUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. GRANTOR FURTHER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT TO THE WAIVER OF TRIAL BY JURY.

IN WITNESS WHEREOF, Grantor has executed this Indenture on this the day and year first above written.

New Development, LLC
By: [Signature]
Rooziman Shah, Chief Manager

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, J. Seth Waddell of the state and county mentioned, personally appeared Rooziman Shah, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of New Development, LLC, the within named bargainor, a limited liability company, and that as such Chief Manager executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as Chief Manager.

Witness my hand and seal, at office in German Town this 2 day of August, 2016.

[Signature]
Notary Public

My Commission Expires: _____

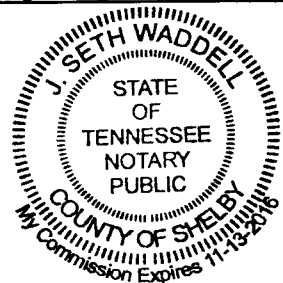


EXHIBIT A

Lot 6, Second Revision, Windchase Subdivision, located in Section 35, Township 1 South, Range 8 West, a subdivision according to a map or plat thereof which is on file and of record in the Office of the Chancery Clerk of DeSoto County, Mississippi in Plat Book 85, Page 3, reference to which is hereby made in aid of and as part of this description.

Being part of the same property conveyed in Quit Claim Deed in Book 697, Page 420, as corrected by Scrivener's Affidavit in Book 736, Page 477, both of record in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The source of the Grantor's equitable interest is a Warranty Deed dated and recorded contemporaneously herewith.

Property Address: Lot 6 Expressway Blvd.
Horn Lake, MS